

'AGREEMENT FOR LEGAL AND PROFESSIONAL SERVICES BETWEEN THE SECRETARIAT OF FOREIGN AFFAIRS (SRE), REPRESENTED BY THE HEAD OF THE CONSULATE OF MEXICO IN TUCSON, ARIZONA, AND ATTORNEY GREGORY J. KUYKENDALL, REGARDING THE MEXICAN CAPITAL LEGAL ASSISTANCE PROGRAM (MCLAP) IN THE UNITED STATES.'

PREAMBLE

This agreement sets forth the rights and obligations of the SRE of Mexico, duly represented by the head of the Consulate of Mexico in Tucson, Arizona, and attorney Gregory J. Kuykendall, for legal services related to the Mexican Capital Legal Assistance Program in the United States (hereinafter referred to as "the Program").

This agreement is executed pursuant to article 16 of the Law of Acquisitions, Lease and Services of the Federal Government of Mexico.

1. Purpose of the Agreement

The purpose of this agreement is to secure legal services and advice rendered by Mr. Gregory J. Kuykendall in his capacity as Director of the Mexican Capital Legal Assistance Program in cases wherein Mexican nationals face proceedings that could culminate in the imposition of a death sentence in the United States or have already been sentenced to death. The legal services and advice will be rendered pursuant to section 3 of this agreement.

2. Statements

Pursuant to article 26 of the Organic Law for the Federal Public Administration (OLFPA), the SRE is a Federal Agency of the Executive branch of the United Mexican States.

Pursuant to article 28, section II of the OLFPA, it is in the province of the SRE to provide Mexican nationals abroad with Diplomatic or Consular Assistance.

In September of 2000 the SRE established the Program to assist in the arrangement of the legal defense of its nationals subjected to death penalty proceedings in the United States of America (US). This agreement establishes the obligations of each of the parties and it is governed by the federal laws of the US.

The Program is a mechanism by which legal assistance and advice is provided by the Program in cases of Mexican nationals facing capital punishment proceedings. The cases are incorporated into the Program once they have been assessed by it. The incorporation of new cases is carried out through detection efforts executed by the Consular Posts of Mexico and the Program itself.

As a general rule and with the view of providing the benefits of the Program to as many Mexican defendants as possible, the Program shall not take on the direct representation of Mexican nationals facing death penalty proceedings. However, in specific cases, attorney Gregory J. Kuykendall or his staff could get involved in the direct defense of a Mexican national or of a foreign national, if his calendar of activities permitted it and if such representations were compatible with Program objectives.

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Mr. Gregory J. Kuykendall is a United States citizen and a lawyer who has represented a number of foreign nationals in death penalty proceedings.

3. Duties and Obligations

3.1. Attorney Gregory J. Kuykendall shall be Director of the Program. As such, his obligations will be:

3.1.1. In performing the services and advice required by this agreement:

- a) Shall carry out his activities with care and diligence and shall apply the highest professional standards.
- b) Shall do nothing which is likely to bring the SRE or the Government of Mexico (GoM) into disrepute or which is materially contrary to their interests.



3.1.2. In general, execute the necessary expenditures and payments in accordance with the budget established in Annex I of this agreement. This provision will be carried out without prejudice to Section 4.1.

3.1.3. To prepare model motions and legal materials, including motions to litigate international law issues, present them to US Courts and, if appropriate, to international tribunals, with the purpose of assisting in the legal defense of Mexican Nationals that face capital punishment proceedings – in particular issues related to the rights set forth in the Vienna Convention on Consular Relations.

3.1.4. To request the collaboration of other attorneys and paralegals and other professionals to assist with advancing the objectives of the Program.

3.1.5. To hire the services of attorneys external to the Program, legal firms or NGOs with which they are affiliated, to serve as defense attorneys on cases of Mexican Nationals who have been sentenced to death and/or to those who face legal proceedings that could culminate in the imposition of the death penalty.

3.1.6. To employ experts and/or investigators, mitigation specialists and other professionals for consultation with the Program and/or to testify regarding the cases of Mexican Nationals who have been sentenced to death, but also for those who face legal proceedings that could culminate in the imposition of the death penalty.

3.1.7. To negotiate fees at an hourly rate, flat fee or agreement on a specific quantity with attorneys external to MCLAP, legal firms, NGOs, experts or other professionals to ensure the best representation of Mexican Nationals pursuant to clause 3.1.1 of this agreement.

3.1.8. The contractual relation with external attorneys, legal firms, experts and/or investigators, mitigation specialists, paralegals and other professionals,

will be between the Program Director and external attorneys, legal firms, experts, paralegals and other professionals and in no case with the SRE.

3.1.9. The Program Director will require the external attorneys, legal firms, experts, paralegals and other professionals, to recognize in their joint work agreement that their contractual relation is with the Program Director and in no case with the SRE, as well as recognize in writing that it is the responsibility of the Program Director and in no case of the SRE, the payment for their services.

3.1.10. To implement additional efforts to impede the imposition of the death penalty on Mexican nationals, including the drafting and presentation of motions and legal materials for the participation of GoM as a 'friend of the court' (*amicus curiae*) in those cases where courts are considering issues of international law, and where appropriate, file legal claims to improve the effectiveness of the protections derived from international law.

3.1.11. To incorporate into the Program and follow up on the cases of Mexicans contained in the Avena Judgment of the International Court of Justice of May 31, 2004, whose death sentences have been commuted and whose cases have not been reviewed as mandated by the said Court.

3.1.12. To submit for the consideration and approval of the Legal Advisor's Office as well as to the General Directorate for Protection of Mexicans Abroad (DGPME), whenever in light of the Program Director's judgment, it is necessary or advisable to assume the direct representation of a Mexican national, or even a non-Mexican, particularly if the latter involves issues that could benefit Mexicans in similar situations.

3.1.13. The Program Director will provide, in coordination with the Legal Advisor's Office and DGPME, trainings and assistance to consular employees, SRE personnel, and MCLAP personnel (Program and external attorneys, experts, mitigation specialists, administrators, etc.), relative to specific legal issues and legal strategies in death penalty cases.

The expenses and costs of putting on the trainings, seminars and conferences (except the costs of travel and transportation of the consular and SRE officers and employees) will be covered by Program funds.

The Program Director will keep and provide all receipts for the costs of training, conferences, seminars and regional courses.

3.1.14. The Program Director will organize an annual meeting to address specific legal issues, legal strategies on death penalty cases and issues related to Program management with Program attorneys, experts, investigators, external attorneys, administrator and other professionals.

Designated representatives of the Legal Advisor's Office, the DGPME and, when appropriate, consular employees, shall attend said meeting.

The expenses and costs of this annual meeting (except the costs of travel and transportation of the consular and SRE officers and employees) will be covered by Program funds.

The Program Director will keep and provide all receipts for the costs of said meeting.

3.1.15. To maintain an updated database of information regarding cases incorporated into the Program and any violations of Article 36 of the Vienna Convention on Consular Relations, as well as data regarding the alleged facts of the crime, the circumstances of the arrest, the defense lawyers and other relevant issues.

3.1.16. To report, on a quarterly basis, on the progress of the cases included in the Program, as well as the activities of the Program.

3.1.17. To present within a period no longer than seventeen days after the expiration of the agreement, a report detailing the achievements and activities carried out during the agreement period.

3.1.18. To provide, as per the written request of and through the DGPME, all the information and documentation related to the Program expenditures and administration.

3.1.19. The Program Director will provide, on a quarterly basis, all receipts of the costs of activities related to the Program, as well as the invoices and proof of payment to lawyers and other professionals who assist in the work of the Program.

3.1.20. The aforementioned documentation will be sent via the Consulate of Mexico in Tucson, Arizona to the DGPME, SRE, for their review, within thirty (30) calendar days after the end of each quarterly period.

3.1.21. The Program Director will open an IOLTA bank account specifically to hold the funds that will be allocated for the Program by the SRE, in conformance with the norms of professional conduct of the State Bar of Arizona, the state in which the Director maintains his law office.

3.2. The duties and obligations of the SRE will be:

3.2.1. To deposit, in one installment, the amount of \$3,900,000.00 dollars (three million nine hundred thousand U.S. dollars) into the account of the Mexican Consulate in Tucson, Arizona, which shall transfer the funds to the Director for his immediate deposit into the aforementioned IOLTA bank account, established by the Director to this effect.

4. Funds management

The amount mentioned in clause 3.2.1. will cover the costs, expenses and legal fees of the Program, from June 1, 2012 until May 31, 2013. The funds shall be allocated and disbursed as described in the "Budget Proposal for MCLAP" (Annex I).

4.1. The Program Director may transfer funds between any of the concepts included in Annex I to meet the needs of the Program as a whole, with the exception of "Fees for Program Director" which cannot exceed \$500,000.00 dollars (five hundred thousand U.S. dollars), provided that the total amount transferred between concepts does not exceed \$351,000.00 dollars (three hundred fifty-one thousand U.S. dollars), equal to 9% of the budget. In the event that the Program's needs necessitate a transfer of a greater amount, the Program Director will submit a written request to DGPME requesting approval of the transfer.

4.2. The costs, as opposed to legal fees, that are anticipated to be paid by Attorney Gregory J. Kuykendall shall include but are not limited to: long-distance phone calls, facsimiles, photocopies, transportation, room and board, travel expenses for lawyers, private investigators, mitigation specialists, interpreters, paralegals and expert witnesses, computerized legal research, computer scanning and organization of documents and related costs, as well as other costs related to the administration of the Program.

4.3. The Program Director will charge the Government of Mexico a fee of \$260.00 dollars (two hundred and sixty U.S. dollars) per hour to compensate him for assuming the responsibilities of the Director. The Director has agreed to reduce his ordinary hourly rate for the SRE, in order to assist the greatest possible number of Program cases.

4.4. The Program may pay Program attorneys a preferential rate of no more than \$205.00 dollars (two hundred and five U.S. dollars) per hour. Clerks, paralegals and administrative personnel will be compensated at a lesser hourly rate, which shall not be less than \$25.00 dollars (twenty-five U.S. dollars) and shall not exceed \$80.00 dollars (eighty U.S. dollars)

4.5. The payment of fees to attorneys external to the Program, legal firms or NGOs with which they are affiliated, as well as the experts (psychologists, psychiatrists, amongst others), investigators, mitigation specialists and other

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professionals will be subject to their individual expertise, as well as the local practices where they are hired.

4.6. At the expiration date of the agreement, any remaining balance in the IOLTA account will be returned to the SRE, in a period not to exceed 50 calendar days after the expiration date of the agreement.

This 50 day period will also be used by the Program Director to pay any outstanding bills related to expenses or legal fees generated before the expiration of the agreement.

5. The Program

5.1. The parties acknowledge that they cannot predict the number of Mexican nationals who will require Program assistance, therefore:

5.1.1. Once a given case is included in the Program, the Director will determine how to best further the interest of the Mexican national, either with the assistance of attorneys, experts, investigators, mitigation specialists, paralegals or other professionals. The previously mentioned advancement of interest will be carried out in accordance with the terms of this agreement.

5.2. The Program will carry out the payment of costs and charges of administration, accounting (as in preparation of invoices), documentation of fees and costs, payment of services, and other accounting documentation in accordance with the legal and customary practices in the United States of America for bookkeeping and accounting.

6. General Provisions

6.1. The term of the agreement will last until May 31, 2013. However, either party to this agreement can terminate it before that date. The parties agree that no legal fees or expenditures derived from this agreement will be generated after the termination date.

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6.2. The parties may terminate this Agreement at any time, without incurring any liability, through written notification of their intention at least sixty (60) calendar days in advance. Upon the expiration of the notification, this Agreement and all the formalities and responsibilities arising from it, will terminate automatically.

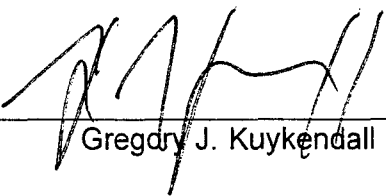
6.3. In the event of termination of the Agreement under the terms of the above clause, the Program Director is obligated to return to the SRE unused financial resources. Likewise, he shall present in a period not to exceed fifty (50) calendar days, a report on the assigned cases, both completed and in process.

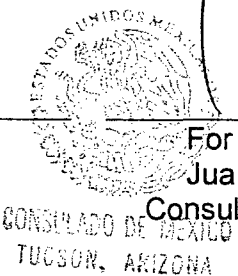
6.4. Any disputes or controversies between the parties to this agreement arising from its interpretation and fulfillment shall be resolved in the Federal Court in the corresponding District of the State of Arizona.

6.5. Finally, the cases listed in Annex II attached to this agreement shall be formally incorporated into the Program upon the formal execution of this agreement.

6.6. This agreement is signed in Spanish and English, in quadruplicate. In case of controversy, the English version will be controlling.

Date: JUNE 1st. 2012


Gregory J. Kuykendall


For the Government of Mexico
Juan Manuel Calderón Jaimes
Consul of México in Tucson, Arizona

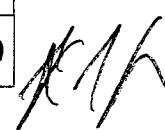
Budget Proposal for Mexican Capital Legal Assistance Program (MCLAP)

June 2012 – May 2013

| CONCEPT | COST |
|---|-----------------------|
| Fees for Program Director | \$500,000.00 |
| Fees for Program Administration and Accounting | \$275,000.00 |
| Fees for Program Attorneys | \$1,885,000.00 |
| Fees for Experts (Psychologists, Psychiatrists, Neuropsychologists, etc.), Investigators, Researchers | \$420,000.00 |
| Fees for Legal Assistants (<i>paralegals, clerks</i>) | \$170,000.00 |
| Fees for Defense Attorneys Who Take Cases of Mexican Nationals in Capital Proceedings or Sentenced to Death in the U.S. | \$300,000.00 |
| Administrative and Travel Costs | \$350,000.00 |
| GRAND TOTAL | \$3,900,000.00 |

The total of \$3,900,000 includes funds that will be used for training programs as outlined below:

| Training Programs | Cost |
|---|---------------------|
| Training seminars regarding the death penalty and criminal law, and scholarships for such programs, directed towards Program attorneys and defense teams, including defense attorneys, mitigation specialists, investigators and paralegals. | \$195,000.00 |
| Training materials regarding capital defense including the revision, reproduction and distribution of the Program manual for defense teams of Mexican nationals facing the death penalty; participation in trainings sponsored by public defender offices and anti-death penalty advocacy organizations; as well as the promotion of the Program. | \$25,000.00 |
| TOTAL | \$220,000.00 |




ANNEX II OF THE CONTRACT FOR LEGAL SERVICES BETWEEN THE GOVERNMENT OF MEXICO, VIA THE CONSULATE OF MEXICO IN TUCSON, ARIZONA, AND ATTORNEY GREGORY J. KUYKENDALL, FOR THE MEXICAN CAPITAL LEGAL ASSISTANCE PROGRAM

- List of pending cases included in the Mexican Capital Legal Assistance Program:

1. Adame Garcia, Juan
2. Adame Magana, Jose
3. Arzate Davalos, Francisco
4. Beltran Meza, Francisco
5. Betancourt Betancourt, Jose Paulo
6. Bolanos Garza, Jose Alberto
7. Busso Estopellan, Jesus Antonio
8. Canas Guzman, Julio Cesar
9. Carmona Alegre, Manuel
10. Carrera Montenegro, Constantino
11. Castaneda Sandoval, Alejandro
12. Cordoba Olvera, Nicolas
13. De Luna Prado, Eric Alejandro
14. Delgado Paredes, Jorge Alberto
15. Diaz Zapata, Adrian
16. Dorado Rodriguez, Ruben
17. Duenas Rodriguez, Jaime
18. Escalante Orozco, Joel Randu
19. Espinosa Davila, Pedro
20. Estrada Ochoa, Mario Alonso
21. Felix Burgos, Miguel Enrique
22. Garcia de la Fuente, Marco Antonio
23. Garcia Hernandez, Jose
24. Garcia Saenz, Daniel Enrique
25. Garcia Soto, Julio Cesar
26. Gomez Fuentes, Antonia
27. Gonzalez Dominguez, Jose Luis
28. Guizar Barajas, Carlos

29. Guzman Rodriguez, Eder
30. Hernandez Escamilla, Osvaldo
31. Hernandez Montes, Jaime Armando
32. Hernandez Villalobos, Martin
33. Jimenez Martinez, Antonio
34. Limas, Shazer Fernando
35. Lopez Cardenas, Enrique
36. Lopez Minjarez, Petronilo
37. Maldonado Bautista, Jesus
38. Maldonado Zequeida, Pablo Fernando
39. Martinez Gonzalez, Jesus Arturo
40. Martinez Lopez, Gabriel
41. Martinez Lopez, Jose Miguel
42. Mauricio Lopez, Gabriel Alejandro
43. Mendoza Castillo, Gilberto
44. Monarrez, Nicolas
45. Morales Cazares, Pablo Jesus
46. Moreno Velarde, Jorge Salvador
47. Nunez Soto, Raul
48. Palacios Hernandez, Rogelio
49. Pedraza Munoz, Daniel
50. Ramirez Gallardo, Ricardo
51. Ramirez Martinez, Jeronimo
52. Ramirez Rosario, Librado
53. Ramos Martinez, Gustavo
54. Rangel Hernandez, Jose Carlos
55. Renteria Chapa, Gerardo
56. Resendiz Orta, Rolando
57. Reyes Lopez, Pedro
58. Rivera Lopez, Juan Zenon
59. Rojas Lopez, Jorge
60. Roman Miramontes, Roberto
61. Rosales Verdin, Arturo
62. Ruiz Burciaga, Jose de la Luz

63. Tapia Alcantar, Eleazar
64. Trujillo Brito, Jacinto
65. Tzompaxtle Macuixtle, Efrain
66. Tzompaxtle Tecpile, Aquilino
67. Valle Martinez, Jose Antonio
68. Vega Aguilar, Arturo
69. Velazquez Ceja, Irving
70. Vertiz Bustamante, Gilmer
71. Zazueta Velarde, Maritza
72. Zuniga Zuniga, Bernardino

- List of post-conviction cases included in the Mexican Capital Legal Assistance Program:

1. Albarran Ocampo, Benito
2. Alvarez Banda, Juan
3. Avena Guillen, Carlos
4. Aviles de la Cruz, Luis
5. Ayala Medrano, Hector
6. Benavides Figueroa, Vicente
7. Camacho Gil, Adrian
8. Cardenas Ramirez, Ruben
9. Carreon Martinez, Alberto
10. Contreras Lopez, Jorge
11. Covarrubias Sanchez, Daniel
12. Escobar Carbajal, Areli
13. Esquivel Barrera, Marcos
14. Fierro Reyna, Cesar
15. Galindo Espriella, Jorge
16. Garcia Torres, Hector
17. Gomez Perez, Ignacio
18. Gomez Perez, Ruben
19. Gudino Zamudio, Dora
20. Hernandez Alberto, Pedro

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21. Hernandez Llanas, Ramiro
22. Hoyos Jaime, Jaime
23. Ibarra Rubi, Ramiro
24. Juarez Suarez, Arturo
25. Leon Elias, Jose
26. Lizcano Ruiz, Juan
27. Lopez Hernandez, Juan
28. Loza Ventura, Jose
29. Lupercio Cazares, Jose
30. Maciel Hernandez, Luis
31. Maldonado Rodriguez, Virgilio
32. Manriquez Jacquez, Abelino
33. Martinez Alonso, Santiago
34. Martinez Mendivil, Carlos
35. Mendoza Garcia, Martin
36. Mendoza Novoa, Huber
37. Miranda Guerrero, Victor
38. Ochoa Tamayo, Sergio
39. Padilla Lozano, Miguel
40. Parra Duenas, Enrique
41. Penuelas Velasquez, Jesus
42. Perez Gutierrez, Carlos
43. Pineda Hernandez, Santiago
44. Ramirez Villa, Juan
45. Ramos Moreno, Roberto
46. Reyes Camarena, Horacio
47. Rocha Diaz, Felix
48. Salazar Nava, Magdaleno
49. Salcido Bojorquez, Ramon
50. Sanchez Ramirez, Juan
51. Serrano Pineda, Ricardo
52. Tafoya Arreola, Ignacio
53. Tamayo Arias, Edgar
54. Valdez Reyes, Alfredo

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- 55. Valencia Salazar, Alfredo
- 56. Vargas Barocio, Eduardo
- 57. Verano Cruz, Tomas
- 58. Zamudio Jimenez, Samuel

- List of other cases included in the Mexican Capital Legal Assistance Program

- 1. Caballero Hernandez, Juan Alonso
- 2. Fong Soto, Martin Raul
- 3. Plata Estrada, Daniel
- 4. Regalado Soriano, Oswaldo Alonso
- 5. Solache Romero, Gabriel

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